

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§ § § § § § §	Chapter 11
FIELDWOOD ENERGY LLC, <i>et al.</i> ,	§ § § § § § §	Case No. 20-33948 (MI)
Debtors. ¹	§ § § § § § §	(Jointly Administered) Re. Docket Nos.: 1742, 1751, & 2008

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING JOINT
CHAPTER 11 PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED
DEBTORS AND (II) OCCURRENCE OF EFFECTIVE DATE**

PLEASE TAKE NOTICE that, on June 25, 2021, the Honorable Marvin Isgur, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), entered the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “**Confirmation Order**”) confirming the *Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* [Docket No. 1742] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, including at Docket No. 2008, the “**Plan**”).²

PLEASE TAKE FURTHER NOTICE that on August 27, 2021, all conditions precedent to the Plan were satisfied or waived in accordance with the Plan and the Plan was substantially consummated. Accordingly, August 27, 2021 is the Effective Date of the Plan. As of the Effective Date, the plan injunction set forth in Section 10.9 of the Plan is now in place.

PLEASE TAKE FURTHER NOTICE that in accordance with Section 8.1 of the Plan, on the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

identified, among other things, the executory contracts or unexpired leases assumed and assigned to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that, notwithstanding Section 8.1 of the Plan, the determination of assumption, assumption and assignment, assumption and allocation, and/or rejection of the executory contracts and unexpired leases relating to an Adjourned Assumption Dispute (as defined in the Confirmation Order) is reserved pending the resolution of such dispute. As set forth in paragraph 40 of the Confirmation Order, the Debtors, the Post-Effective Date Debtors, FWE I, FWE IV, or Credit Bid Purchaser, as applicable, reserve and shall have the right to reject or nullify the assumption, assumption and assignment, or assumption and allocation of any executory contract or unexpired lease that is the subject of an Adjourned Assumption Dispute (as defined in the Confirmation Order) no later than thirty (30) days after an order of the Bankruptcy Court resolving such Assumption Dispute (as defined in the Confirmation Order) becomes a Final Order.

PLEASE TAKE FURTHER NOTICE that in accordance with Section 8.3 of the Plan, in the event that the rejection of an executory contract or unexpired lease results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 6B (General Unsecured Claims). A proof of claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, the Post-Effective Date Debtor, or the Plan Administrator, as applicable, by the later of (i) **September 27, 2021**; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.

PLEASE TAKE FURTHER NOTICE that copies of the Plan, Plan Supplements, Disclosure Statement, and Confirmation Order may be obtained free of charge by visiting the website maintained by Prime Clerk LLC at <https://cases.primeclerk.com/fieldwoodenergy/Home-Index>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <https://www.pacer.gov/>. Please note that a PACER password and login are required to access documents via PACER.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith), the Plan Supplements, and the Confirmation Order are effective and enforceable and shall bind the Post-Effective Date Debtors, the Released Parties, the Exculpated Parties, all holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other person giving, acquiring, or receiving property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. All settlements, compromises, releases (including, without limitation, the releases set forth in Section 10.7 of the Plan), waivers, discharges, exculpations, and injunctions set forth in the Plan are effective and binding on any Person or entity that may have had standing to assert any settled, compromised, released, waived, discharged, exculpated, or enjoined Causes of Action.

Dated: August 27, 2021
Houston, Texas

/s/ Alfredo R. Pérez

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*Attorneys for the Plan Administrator and certain
Post-Effective Date Debtors*

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Certificate of Service

I hereby certify that on August 27, 2021, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez
Alfredo R. Pérez